

# Paddle Newfoundland & Labrador

**Caution! Read Before Agreeing too.**

## WAIVER AND RELEASE OF LIABILITY

**In consideration of being allowed to participate in any way in Paddle Newfoundland and Labrador paddling programs, (PNL) activities, events and trips and as a condition of becoming a member of PNL, the undersigned acknowledges, appreciates and agrees that:**

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death; and while rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. The activities of PNL include but are not limited to paddling, camping, hiking, portaging, swimming and other fitness activities and travel to and from such activities; and

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION OR MEMBERSHIP; and

3. I willingly agree to comply with the stated and customary terms and conditions for participation and membership. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Paddle Newfoundland and Labrador Ltd., or any of its directors, members, officers, officials, volunteers, agents and /or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (all of whom or referred to as "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY,

DEATH or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

"The Participant agrees to pay all the costs and expenses (including legal fees on a solicitor and his own client basis) that PNL incurs with respect to any proceeding or suit taken by the Participant against PNL or the Releasees in relation to this Agreement or any of the activities that PNL offers."

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. FURTHER, I DECLARE THAT TO THE BEST OF MY KNOWLEDGE:

1. My boat is in good condition & equipped with appropriate floatation.
2. I will always wear a Life Jacket when on the water.
3. I will always wear appropriate thermal protection (a wet or dry suit) when on the water unless otherwise agreed by the Trip Leader and a helmet if whitewater paddling or otherwise required.
4. I have a whistle, 15 meters of buoyant line, drinking water and a bailing device.
5. I have informed the trip leader of all issues relevant to the safety of others and/or myself.
6. I have informed the trip leader if I am a non-swimmer.
7. I have informed the trip leader of any medical conditions that may affect my health and safety, or the safety of others, including any medication I am taking or significant allergies.